

STATE OF MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY LANSING



November 5, 2007

Mr. John Campbell Site Planning Development, Inc. 12608 Taylor Road P.O. Box 528 Charlevoix, Michigan 49720

Dear Mr. Campbell:

The Department of Environmental Quality, Water Bureau, Drinking Water and Environmental Health Section, On-Site Wastewater Unit, review of the Big Fish Septage Receiving Facility operating plan is complete. The plan meets the requirements outlined in Section 11715b of Part 117, Septage Waste Servicers, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Therefore, the operating plan is approved.

The receiving facility must operate in accordance with the approved plan. If a change in operations or conditions is anticipated, please file an amendment to the plan at least thirty (30) days prior to the proposed date for implementation.

Thank you for your continued environmental stewardship and service to those with on-site septic systems in and around your community. If you have any questions regarding this matter, please contact me.

Sincerely,

James Lahti

Drinking Water and Environmental Health Section

Lansing Operations Division

Water Bureau 517-241-1392

jwl:saw

cc: Mr. Scott Kendzierski, Northwest Michigan Community Health Agency, Charlevoix Office Mr. Mike Stifler, Cadillac District Office, DEQ

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DE	Q	Septage	Receving	Facility	Checklist
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Name of Septage Receiving Facility:

Big Fish Environmental, LLC

DEQ Reviewer: Jim Lahti

9/21/00 Review Date:

Address of Septage Receiving Facility:

12608 TAYLOR ROOM Po. Box 528 Charlevoir, Mi 49720

JOHN CAMPBELL Facility Contact: Telephone Number: 23/- 547- 7429 1397

The following information must be submitted in the Operation Plan in order to receive DEQ approval:

Requirement 1. Location of septage RF.

2. Hours of operation.

Categories of septage waste the RF will receive.

4. If food establishment septage is accepted, how is the RF ensuring that the FES meets the 1:3 ratio mandated by law? (Not OP req't.)

No

V.10/92

- 5. *Fee structure charged to hauler.
- *Service area (septage acceptance) description of RF defined in detail.

7. Notice of proposed operation plan:

a) Was it mailed to county HD and legislative body of each city, village and township located in whole or in part of the service area?

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Page 1

Comments

with anditions/ per operating plan

Septage Receiving Facility Checklist Name of Septage Receiving Facility:

7. Notice of proposed op. plan, continued: b) Was it public noticed in the local newspaper?	es <u>No</u>	<u>Comments</u>
c) Was it posted on the facility website?	7	
8. Did the notice contain the following? a. Statement that the RF proposed to or is currently receiving and will continue to receive septage waste for treatment.	M	
b. Statement in the notice that the proposed operating plan is available for review during normal work hours.	4	
c. A request for written comments on the proposed operation of the RF and the deadline for receipt of such comments, which shall not be less than 30 days after publication, posting, or mailing of the notice.	7 A	
d. Receiving facility capacity.		
d. Receiving facility capacity. I) Hydraulic capacity: 20,000	1 day	0 5
II) Organic capacity: 2,000 /65	/dry of 5 day	BoD,
*III) Wet weather operation considerations (CSO & SSO) M/A -	My of 5 day	Charle Us:X

9. Other conditions established for the RF.

*5. Fee structure - must be justified and reasonable in accordance with standard accounting practices.

^{*6.} This should be both written and illustrated on a map of the area. The service area information should include whether or not there is a county ordinance that also defines what they can or can't

accept. It should also include whether or not they accept septage pumped outside of the service area. *8.d.(III). CSO-Combined Sewer Overflow and SSO-Sanitary Sewer Overflow.



BIG FISH ENVIRONMENTAL, LLC SEPTAGE RECEIVING AND TREATMENT FACILITY CHARLEVOIX, MICHIGAN

Patent Pending

OPERATING PLAN

March 1, 2006

Revised March 7, 2007 October 1, 2007

Owner:

Big Fish Environmental, LLC

12608 Taylor Road - P.O. Box 528

Charlevoix, Michigan 49720

Operator:

Site Planning Development, Inc.

12608 Taylor Road - P.O. Box 528

Charlevoix, Michigan 49720

Facility Location:

12608 Taylor Road

Charlevoix, Michigan 49720

1.0 Purpose:

Big Fish Environmental, LLC ("Big Fish") is a privately held enterprise formed for the purpose of providing treatment of household domestic septage and municipal wastewater treatment plant biosolids in an arrangement of vessels designed specifically to treat the material to a level acceptable for discharge to a municipal Wastewater Treatment Facility. This treatment facility was designed to employ the aerobic micro organism wastewater treatment technology with the express purpose of non-conventional treatment of septage and municipal biosolids.

This receiving facility, located in Charlevoix Township, Michigan, discharges its treated effluent to the Charlevoix wastewater treatment plant via existing sanitary sewers under contract with the City of Charlevoix sewer collection system.

This program was proposed in accordance with the feasibility study conducted by the Health Department of Northwest Michigan to determine potential methods for proper management and disposal of septage material. In particular, the Big Fish program follows Option 3B of the Interim Report to the Septage Waste Disposal Committee of the Septage Feasibility Study. Specifically, this option presents the potential for a private entity to construct a pretreatment system featuring enclosed receiving, screening, equalization, liming, mixing, EQ biosolids, and effluent discharge, below wastewater concentrations, to a wastewater treatment system.

2.0 Acceptable Material:

2.1 <u>Material Type:</u>

Material not listed in paragraph (a) below will require prior approval from the facility operator in order to discharge into the Big Fish receiving facility.

(a) Acceptable Materials:

- i. Domestic septage, including septic tank and holding tank material consisting solely of sanitary sewage.
- ii. Portable toilet wastes.
- iii. Wastewater treatment plant biosolids. (October 2007)

(b) Conditionally Acceptable Materials:

- i. Food establishment septage consisting of grease trap material. This material will require prior specific approval by the facility operator on a limited basis. (Offer October 2007, testing only)
- ii. Food processing facility waters or wastewaters. This material will require testing and review by the facility operator prior to acceptance. Initial testing is paid for by the discharger.
- iii. Other biologically treatable materials not listed in paragraph (a) above.

(c) Unacceptable Materials:

- i. Petroleum laden waters or wastewaters.
- ii. Waters containing chlorinated solvents.
- iii. Waters containing certain high metal concentrations such as from, but not limited to, metal plating operations.
- iv. Any material not normally treatable by biological processes or otherwise found unacceptable to the facility operator.

2.2 Conditions of Acceptance

- (a) Food establishment septage may be accepted by specific approval of the facility's operator.
- (b) A load manifest clearly indicating point of origin and type of material (e.g. septage or holding tank material) will accompany all delivered material. The hauler is solely responsible for materials meeting the facility operator's acceptance.
- (c) Any costs incurred by the Big Fish receiving facility for clean-up, equipment damage, permit violations, discharge violations or other damages due to materials delivered to Big Fish without the facility operator's approval or for materials delivered that were not as stated on manifests will be borne upon the hauler. All haulers will be required to agree to contract terms prior to discharging to the Big Fish facility. A sample contract is included in Appendix A.

3.0 Hours of Operation:

Normal operating hours for accepting materials are 7:30 a.m. to 5:00 p.m. Monday through Friday, except holidays.

If a hauler has a need to deliver materials outside of these hours, the hauler may call (231) 547-4429 to make an appointment. Calls made to this number after normal office hours (7:30 a.m. to 5:00 p.m. Monday through Friday) will be directed to a 24 hour Emergency Service Center that will immediately notify on-call staff and a return call will be made to the hauler to make the appointment. The facility will be manned when receiving material. Contracted haulers have facility access 24 hours a day 7 days a week including holidays.

4.0 Service Area:

The Big Fish facility will service haulers on a contractual basis, not necessarily defined by a geographical area.

Commencing 1 October 2007, a geographical service area of 15 radial miles from the receiving facility is established. This area includes portions of Emmett, Charlevoix and Antrim Counties roughly bounded by the cities of Eastport, East Jordan, Boyne City, Walloon Lake, Petoskey and Harbor Springs, Michigan. North Port and Beaver Island are excluded.

After October 12, 2010, the service area shall expand to 25 radial miles based on the capacity of the facility, extending the range to the cities of Bellaire, Elmira, Alanson and Cross Village, Michigan. A map showing the service area radiuses is shown in Appendix B.

5.0 Fee Structure:

A fee charged to the hauler has been initially established at a flat rate of \$0.10 per gallon received.

6.0 Facility Capacity:

6.1 Hydraulic Capacity:

The Big Fish facility is permitted by the city of Charlevoix for a hydraulic capacity of 20,000 gallons per day (gpd).

6.2 Organic Capacity:

The organic capacity of the facility is estimated at a minimum of approximately 2,000 pounds per day of 5-day biochemical oxygen demand (BOD $_5$). This is equivalent to approximately 12,000 mg/l BOD $_5$ at 20,000 gpd. This estimate is based on aerobic micro organism technology based facilities at lower hydraulic capacities. Because the application of the aerobic micro organism technology is largely undocumented at this capacity, the stated organic capacity may be revised after a period of operating the facility. Capacity of the plant has been increased with the addition of EQ Class 'A' processing of biosolids.

Organic and hydraulic capacities are influenced by the type of materials accepted and treated at the facility. For example, the facility's hydraulic capacity of materials containing high concentrations of fats, oils and grease (FOG) will be much lower than the facility's capacity of treating materials containing high concentrations of sugars, as typically found in fruit processor waste waters.

7.0 Facility Features:

The Big Fish Septage Receiving and Treatment Facility has six primary features or facility components:

7.1 Receiving: Deliveries are received at a heated, enclosed structure with a partitioned, indoor drive-through lane for septage delivery vehicles. Haulers access the indoor receiving point by use of an access card. A hauler simply inserts the card into the card reader located on the exterior of the building, allowing entrance into the facility. Once entered, the hauler connects the delivery truck to the Septage Receiving Station via cam-lock couplings. The Receiving Station provides grinding, ¼-inch screening and dewatering of removed inorganic solids for landfill disposal. As the truck discharges, the Receiving Station automatically tallies the flow. Questions regarding the delivery process can be answered by the on-site facility operator.

Material entering the facility is continuously monitored for pH at the Receiving Station. The facility is programmed to close an electrically actuated valve if the pH of any material is outside of established limits.

The facility also automatically monitors available capacity within the receiving tank. If the receiving tank does not have sufficient space, a float switch actuates a valve, preventing further discharges to the plant until space is made available.

The receiving building uses an odor control system consisting of exhaust fans and a biofilter to scrub the exhaust air. Offensive odors are vented directly from the tank and from the building atmosphere to the biofilter. Material receiving takes place within the drive-through lane when both the entrance and exit doors are closed.

7.2 Equalization Tank: After flow measurement, and screening, material is sent directly to a partitioned 15,000-gallon equalization tank. The first section of the tank (4,000 gallons) will receive the initial flow from the delivery vehicle and provide a basin for settlement of inorganic material (grit) that has passed through the screening process. As more material is delivered to the facility, the first chamber material cascades into the second chamber.

The second chamber (11,000 gallons) provides an aerated mixing area for blending raw material as needed to balance waste strength and initial treatment inoculation. The initial bacterial inoculation occurs using a series of aerobic micro organism generating units. The blended/inoculated material in the second chamber will be pumped into the next 15,000 gallon vessel.

- 7.3 As septage is pumped from the 15,000 gallon vessel, lime is added to the septage to obtain a pH of 12.0, mixed in 1 (one) of 2 (two) 20,000 gallon tanks maintaining a pH of 12.0 for 2 (two) hours and continuing to mix for 22 (twenty two) hours maintaining a pH of 11.5.
- 7.4 Following completion of lime mixing, the material is pumped into a dewatering system. Effluent from the dewatering system flows to a pH neutralization treatment vessel.
- 7.5 Solids are processed into EQ Class 'A' Biosolids.

- 7.6 <u>Treatment Vessels:</u> The treatment train of the process is conducted through one, 15,000-gallon and eleven, 2,000-gallon treatment vessels. Each vessel is equipped with aerobic micro organism technology. As flow is pumped from the equalization tank, the partially treated material cascades from one treatment vessel to the next. Cascading through the vessels provides the appropriate contact time with the bacteria blend and air to treat the material to a level that can be sent to the municipal wastewater treatment facility for final treatment and discharge to the environment.
- 7.7 Post Equalization Tank: The Big Fish facility incorporates a post-equalization tank prior to discharging treated material to the municipal collection system. The post-equalization tank provides a semi-quiescent zone for settling of solids not consumed in the treatment vessels. Settled solids are pumped back to the front of the plant for further treatment. Treated effluent may also be returned to the equalization tank if additional blending material is needed.
- 7.8 <u>Effluent Discharge:</u> The facility will produce a treated effluent with waste strength characteristics equal to or less than that seen in a typical domestic household waste stream. The treated effluent is discharged to the City of Charlevoix wastewater collection system for final treatment at the Charlevoix Wastewater Treatment Facility, as per "Order of Determination".
- 7.9 Biosolids will be stored on site after being mixed with topsoil. The biosolids will be stored under cover and used in the landscape industry as a soil amendment.

8.0 Facility Staffing:

The Septage Receiving Facility will be staffed during normal business hours and at other times when receiving septage. An attendant will be on site during unloading operations. The attendant will be responsible for monitoring the unloading operation and checking the delivered material for contamination that cannot be treated within the plant as currently configured.

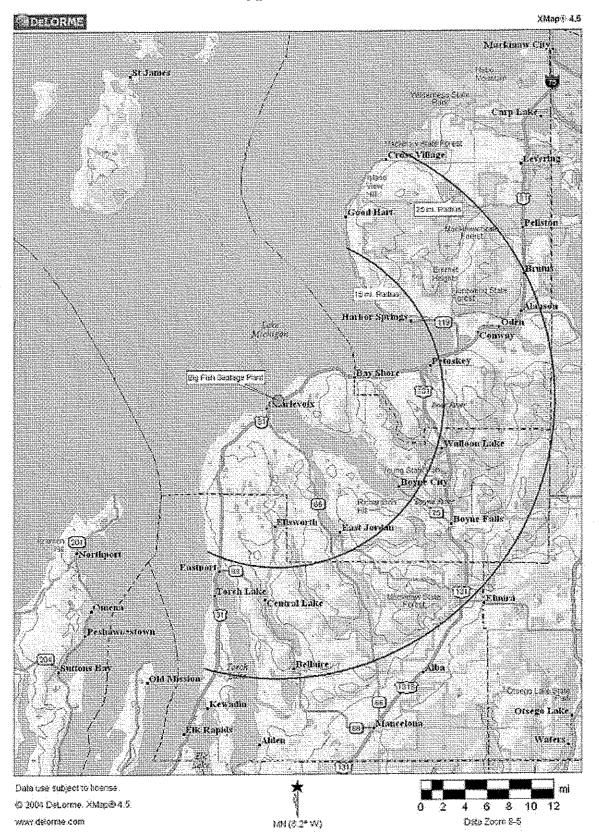
9.0 Truck Traffic:

With established contractual relations with haulers the facility expects to receive up to seven to ten truck loads per weekday. The facility is located in a commercial/industrial zoned location within the Township of Charlevoix, and anticipated truck traffic is within accepted uses.

APPENDIX A

Sample Hauler Agreement

APPENDIX B



Proof of Publication

STATE OF MICHIGAN) COUNTY OF CHARLEVOIX)

Official

BIG FISH SEPTAGE RECEIVING FACILITY Notice of Receiving Septage

Big, Fish Environmental research and development septage receiving and pretreatment facility, located at 12640 Taylor Road, Charlevoix, Michigan intends to contract with septage haulers to receive domestic: septage and domestic treatment plant septage for treatment at the facility. A 30 day public review and

nment period will follow this notice. Comments will be forwarded to Richard A. Falardeau, P.E., at MDEQ for review and recommendation.

Richard A. Falardeau, P.E. Engineer Manager, Water Bureau Michigan Department of Environmental Quality 525 West Allegan Street P.O. Box 30273 Lansing, Michigan 48909

Kimberly A. Taylor BEING DULY SWORN, DEPOSES AND SAYS THAT she is the Principal clerk of the Charlevoix Courier, a newspaper printed and published in the County of Charlevoix, in said state; that the annexed printed notice was published in said newspaper on:

Wednesday, February 15, 2006

Subscribed and sworn to before me this 23rd, day of/February 2006.

signed: (

Lisa Sladek

Notary Public in and for Charlevoix County, Michigan

My commission expires April 22, 2012

Proof of Publication

STATE OF MICHIGAN) COUNTY OF CHARLEVOIX)

Julie Witthoeft BEING DULY SWORN, DEPOSES AND SAYS THAT she is the Principal clerk of the Charlevoix Courier, a newspaper printed and published in the County of Charlevoix, in said state; that the annexed printed notice was published in said newspaper on:

DRAFT OPERATING PLAN FOR REVIEW AND COMMENT PRETHEATMENT FACILITY

The Draft Operating Plan for the Big. Fish Septage Pre-Treatment Facility to be located at 12540 Taylor Road. Charlevoix, Michigan is availablefor review and comment at the offices of Site Planning Development. Inc. 12508 Taylor Boad, Charlevoix, Michigan during normal business hours. The office can be contacted at (231) 547-4429

Wednesday May 11, 2005

signed: <u>f</u> Julie Witthoef

Subscribed and sworn to before me this

18 day of May, 2005.

signed:

Kimberly A. Taylor

Notary Public in and for Charleveix

County, Michigan

My commission expires April 22, 2006.

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BIG FISH ENVIRONMENTAL, LLC SEPTAGE TREATMENT FACILITY

Information for Haulers

Plant Address:

Hours:

12608 Taylor Road, Charlevoix, MI 49720

7:30 AM - 5:00 PM, Monday-Friday

(After hours by appointment)

Plant Telephone:

For Emergencies at the Plant:

231-547-4429 231-547-4429

231-547-2057 (fax)

A completed application consists of the following:

- 1. Complete application
- 2. Copy of Hauler License
- 3. Liability Insurance Certificate
- 4. Escrow Account Information

The Facility operator is Big Fish Environmental, LLC.

Big Fish Environmental, LLC is responsible for the administrative management of the Facility including hauler contracts, accounting, and administrative management.

The Facility is expected to open for regular operation 7:30 am to 5:00 pm Daily, Monday through Friday, Weekends by appointment. Haulers will need to enter into a contract with Big Fish Environmental, LLC. This Application Form contains the information you will need for a contract to use the facility.

This Application Form (including the Contract Application, the Escrow Account Agreement), complies with the final discharge requirements set as stipulated with the

12640 Taylor Road - PO Box 528 - Charlevoix, MI 49720 231.547.4429 - FAX 231.547.2057 - bigfishenvironmental.com Operated by Site Planning Development, Inc.



City of Charlevoix and under permit by the Michigan Department of Environmental Quality Rules and Regulations governing septage treatment. It is subject to revision at any time. All haulers who have contracts with Big Fish Environmental, LLC will receive copies of all changes to the Rules and Regulations.

Requirements for a Contract

You must complete the <u>Contract Application</u> which is included with this package and submit it to Big Fish Environmental, LLC. at the office address noted above.

- A. You must have a current septage hauler's license from the DEQ and you must provide a copy of your license and the date of expiration.
- B. You must provide Big Fish Environmental, LLC with an insurance certificate showing that your company is insured against third-party liability for your business operations.
- C. You must make credit arrangements with Big Fish Environmental, LLC as explained in this application form. You will be required to use prepayment metering cards issued by Big Fish Environmental, LLC for access to plant, or make provision for prepayment/payment at discharge.
- D. You must agree to comply with the rules and regulations for use of the Facility.
- E. You must have at least one driver who has completed the training program for use of the Facility. Only drivers who have completed the training program are permitted to discharge at the Facility. The training provided to drivers is only for operation of the Facility. Big Fish Environmental, LLC makes no representation as to the qualifications of drivers; the determination of the suitability of any given driver is made by the hauler who employs that driver.

Charges for Service

The start-up rates for use of the facility are: septage: \$.10 per gallon, holding tank waste, septic tank waste, portable toilet waste. No grease trap waste is permitted. A hauler delivering to the facility is also responsible for all costs and charges incurred by the facility in connection in the event of (1) damage to equipment by the hauler's employee; (2) discharge at the Facility other than in accord with operating rules; or (3) testing and treatment costs of any of hauler's loads which require special treatment in order to secure effective treatment of the waste. Big Fish Environmental, LLC reserves the right to change the rates at any time upon thirty (30) days' notice to haulers possessing a contract with Big Fish Environmental, LLC.

Payment

Payment for each load of septage or holding tank waste must be through prepayment access cards or made at the time the load is delivered at the Septage Treatment Facility.

Hauler Deliveries

A hauler wishing to make use of the Septage Treatment Facility will need to pull up to the entrance door of the Big Fish Environmental, LLC Plant. Using a card provided by Big Fish Environmental, LLC, the driver will identify himself and open one of the doors. Door will open upon activation at card reader door which means that the bay is vacant and available for service.

Before unloading, the hauler will need to enter access code and present manifest to plant operator.

Emergencies

This can only be done at Big Fish Environmental, LLC's administrative offices at the above address during normal business hours. This is an emergency procedure which requires permission of the Director of Big Fish Environmental, LLC and is not a substitute for a prepaid escrow account.

Out-of-County Loads

Septage and holding tank waste from any township will be accepted at the Facility.

Driver Resolution

Drivers who unload at the facility need to be registered with the Big Fish Environmental, LLC in advance. In order to register, the driver must complete the approved training course and receive a "card" to access the facility. The "card" carries a unique electronic identifier and should be used only by the driver to whom it is issued. Points to remember:

- 1. The hauler is responsible for all charges made by the driver.
- 2. Cards may not be shared among drivers.
- 3. When a driver leaves the employ of a hauler, the hauler is responsible for recovering the card and notifying Big Fish Environmental, LLC in writing that the card is no longer valid.
- 4. The first card issued to a driver is free; substitute cards where the card is damaged, lost or unaccounted are \$25.00.
- 5. Big Fish Environmental, LLC does not "screen" drivers. Selection and qualification of drivers is the sole responsibility of the hauler employing the driver.

Questions and Further Information

Please call the Big Fish Environmental, LLC office during regular business hours.



BIG FISH ENVIRONMENTAL, LLC SEPTAGE TREATMENT FACILITY

Hauler Application and Contract

Big Fish Only:	
Date of Contract Approval:	
Hauler Contract Number: _	
Approved by:	

This application should be completely filled out and the attachments included. It should be submitted to Operator, Big Fish Environmental, LLC ("Big Fish"), 12608 Taylor Road, Charlevoix, MI 49720. Please allow five (5) business days to review the application. When approved by the Operator, this Application will constitute a contract between Big Fish and "Hauler" identified in the "Hauler" Information section below and will continue in force and effect in accordance with its terms.

GENERAL CONTRACT PROVISIONS

"Hauler's" Full Name:	
Address 1:	
Address 2:	
City/State/Zip:	
Telephone No.:	
Name of person signing Application:	

12640 Taylor Road - PO Box 528 - Charlevoix, MI 49720 231.547.4429 - FAX 231.547.2057 - bigfishenvironmental.com Operated by Site Planning Development, Inc.



The "Hauler" is (select one):
Michigan Corporation
Name of President:
Michigan Co-partnership
Names of Partners:
Michigan Limited Liability Company
Names of Members:
Sole Proprietorship
Name of Owner:
Other (Explain)
"Hauler's" Federal Employer Identification Number:
Name DEQ Septage "Hauler" License is issued:
Name DEQ Septage Hadier License is issued.
Number of DEO Sentage "Houter" License:
Number of DEQ Septage "Hauler" License:
Date DEQ "Hauler" Septage "Hauler" License Expires:
Each "Hauler" must have at least one registered driver who will actually unload "Hauler's" loads of septage and holding tank waste at the Septage Treatment Facility. Each registered driver must have completed the training program conducted by Big Fish and OMI at the Facility. Upon approval of this contract each registered driver will then receive a card to operate the Facility. Use of the card by a registered driver obligates the "Hauler" to pay all charges incurred using the card unless the "Hauler" has notified Big Fish in writing to cancel the card. List the names of drivers who have completed the approved training course whom you wish registered to use the Facility. Additional drivers may be registered at any time after completing training. The first card for a driver is free; a new card to replace cards destroyed, lost or unaccounted is \$25.00. When the contract is approved, cards may be picked up at the Big Fish office; each driver must sign for the card issued to him at the Big Fish office.
Driver Registration:
Driver Name:
Driver Address:
Date Course Completed:
Driver Name:
Driver Address:
Date Course Completed:
Driver Name:
Driver Address:
Date Course Completed:
Date Coulos Compieses.
Driver Name:
Driver Address:
Date Course Completed:

Credit Information:

Each "Hauler" must register an escrow account. The amount of the escrow deposit sets the maximum which can be charged on the "Hauler's" account.

The "Hauler" is responsible for positive money balance in the account to cover all charges incurred at the Facility or arising out of a delivery by the "Hauler" to the Facility. These include all of the costs of testing, evaluation, and treatment of all material delivered to the Facility as well as all damages to the Facility caused by the "Hauler" or its employees (including but not limited to registered drivers), and the actual costs of collection including attorneys' fees of amounts found to be due to Big Fish.

Insurance:

Each "Hauler" is required to maintain and keep in force liability insurance against losses to person or property caused by "Hauler" in the conduct of its business including damage to the Septage Treatment Facility. Minimum insurance requirements are \$100,000/\$300,000 at the present time. Please have your insurance agent forward a certificate of insurance to Big Fish at the address above. Additional certificates should be provided when insurance is modified or renewed.

Name of Insurance Company: Name of Insurance Agent: Insurance Agent Tx: Policy Number:	
Policy Limits:	
Certificate of Insurance at Certificate to be provided	

Additional Terms:

When approved by the Operator of Big Fish, the completed application constitutes a contract between the "Hauler" identified above and Big Fish.

1. Use of Facility.

Big Fish grants to "Hauler" the right to use the Big Fish Environmental Septage Treatment Facility for the reception, treatment, and disposal of septage and holding tank waste to be delivered to the Facility by the "Hauler". This right shall be non-exclusive subject to the operational conditions of the treatment plant and the Rules and Regulations of the Facility in effect from time to time.

2. Compliance

In its use of the Facility, "Hauler" agrees to comply with the provisions of this Agreement as amended from time to time. "Hauler" further agrees to comply with the terms of this Contract, the Rules and Regulations of the Facility, and all directions for

use of the Facility adopted by the Facility operator and instructions from Facility operating personnel.

3. Hours of Operation

The Facility's initial hours of operation shall be from 7:30 am to 5:00 pm Monday through Friday; the Facility will receive waste after hours, including Saturday and Sunday by appointment. Big Fish shall have the right to vary the hours of operation depending on the needs of the system from time to time and shall give reasonable notice to "Hauler". Big Fish and the operator of the Facility shall have the right to take emergency action including limiting the use of the facility or closing it altogether if Big Fish shall determine in its sole discretion that it is necessary to take action to protect the integrity of the system or the public health, or the welfare of the environment, or to comply with the request or order of governmental authorities with jurisdiction over the Facility.

4. No Damages

Actions by Big Fish authorized or permitted under this Contract shall give rise to no cause of action on the part of the "Hauler" it being understood that Big Fish's activities are being conducted on a "best efforts" basis and that no particular level of service is guaranteed by Big Fish.

5. Hold Harmless

"Hauler" agrees to hold the City of Charlevoix, its Boards, and Commissions, agents, employees, and subcontractors harmless from all costs, expenses and liability incurred or threatened against any of them with respect to "Hauler's" collection, transportation, and delivery of septage, holding tank, or other waste.

6. No Representation or Guarantee

By entering into this contract with "Hauler", Big Fish does not make any representation or warranty concerning the ability or qualifications of the "Hauler" to conduct its business.

7. Equipment Operation

"Hauler" agrees to maintain "Hauler's" equipment used at the Facility in clean, sound, sanitary condition and repair. No truck operated by "Hauler" in whole or in part for delivery of septage or holding tank waste to the Facility shall be operated n leaking condition or shall discharge waste upon the approach to the Septage Treatment Facility or at any location apart from the designated location at the Facility. Spills upon the premises of the Facility shall be immediately reported to the operator and the "Hauler" shall take such action as may be directed by the operator to correct the condition.

8. Odor Control

The "Hauler" understands and agrees that control of odor at the Facility is of paramount importance. The "Hauler" agrees to discharge waste at the Facility only in the unload building with the doors closed for effective odor removal, except as may be directed by the operator of the Facility. Any "Hauler" receiving a complaint of odor from any person concerning the activities of the "Hauler" in the approach to or at the Facility shall immediately notify the Operator of Big Fish so that the corrective action may be taken.

9. Suspension and Termination

Big Fish shall have the right to suspend, limit, restrict or terminate "Hauler's" privileges under this Contract if Big Fish determines that "Hauler's" conduct or omissions have violated the terms and conditions of this Contract, the Rules and Regulations of the Facility, or have otherwise tended to impair the operation of the Facility or to bring its operation into disrepute. Failure to maintain vehicles used to discharge at the Facility in clean, sound, sanitary condition is understood to have such a tendency.

- A. A suspension or restriction of privileges lasting three (3) days or less may be administratively imposed upon the "Hauler" by the Operator of Big Fish upon his determination without a hearing. No "Hauler" shall have his privileges restricted or suspended for more than three (3) business days in any calendar month without the hearing provided in this Contract.
- B. If the Director seeks to restrict or suspend "Hauler's" privileges for more than three (3) days in a calendar month, or to terminate this Contract, the Operator shall first afford the "Hauler" a hearing before a committee appointed by Big Fish for the purpose. After affording the "Hauler" a hearing, the Committee may take such action it deems appropriate including suspension or restriction of the "Hauler's" privileges, or termination of this Contract.
- C. Restriction of privileges may include, but are not limited to, requiring the "Hauler" only to discharge during certain hours when an operator is available to monitor "Hauler's" activities, additional training of "Hauler's" personnel, and special reporting requirements by "Hauler".

10. Term of Contract

The initial term of this Contract shall be three (3) years from the date of approval set forth at the beginning of this Contract. Unless either party, before expiration of the term, gives written notice to the other not to renew the contract, this contract shall automatically renew for successive three (3) year terms. All rights vested in the parties shall remain in effect following termination until the obligations are satisfied. Big Fish may terminate this contract, or deny renewal, only for cause. "Hauler" shall maintain all licenses required for the operation of his business in full force and effect. "Hauler" shall provide to Big Fish copies of license renewal and shall advise Big Fish of any adverse action taken by regulatory authorities with respect to "Hauler's" DEQ "Hauler" License.

11. Terms of Contract

The terms and conditions of this Contract applicable to all "Haulers" having contracts may be unilaterally amended by Big Fish upon written notice to "Hauler" thirty (30) days in advance of the coming into effect of the contract amendment.

12. Drivers

Cards permitting access to the Facility shall be issued to drivers designated by "Hauler" who have completed the training program provided by Big Fish. The card will uniquely identify the "Hauler" and name of the driver. Use of this card by any person obligates the "Hauler" to pay all charges incurred with respect to the driver's use of the Facility. Driver's cards shall be used only by the driver to whom they were issued. Big Fish shall cancel the access privileges accorded to the card upon written request by "Hauler". Requests made outside of regular business hours will be effective as of the first business day following. Big Fish may establish from time to time a fee for issuing replacement cards for cards which are damaged, lost, or otherwise unaccounted.

13. Insurance Requirement

"Hauler" agrees to maintain and keep in force third-party liability insurance insuring against loss or damage to person or property arising out of "Hauler's" operations including damage or loss to the Septage Treatment Facility. "Hauler" shall provide to Big Fish prior to approval of this Contract a certificate of insurance attesting to insurance meeting the minimum standards of this Contract and to supply further certificates whenever such insurance is modified or renewed. Big Fish has the right to set insurance requirements under this Contract from time to time; at the present time Big Fish has set limits of \$100,000 per occurrence with a maximum of \$300,000 for more than one occurrence.

Application Submitted:		
Witness:		
	By: Authorized Officer	
Application Approved:	Big Fish	
Witness:		
	By: Its:	